

SPRINGHILLS SOUTH

**COMMUNITY DEVELOPMENT
DISTRICT**

September 14, 2023

**BOARD OF SUPERVISORS
SPECIAL MEETING
AGENDA**

**SPRINGHILLS
SOUTH**

COMMUNITY DEVELOPMENT DISTRICT

**AGENDA
LETTER**

Springhills South Community Development District
OFFICE OF THE DISTRICT MANAGER
2300 Glades Road, Suite 410W•Boca Raton, Florida 33431
Phone: (561) 571-0010•Toll-free: (877) 276-0889•Fax: (561) 571-0013

September 7, 2023

Board of Supervisors
Springhills South Community Development District

Dear Board Members:

The Board of Supervisors of the Springhills South Community Development District will hold a Special Meeting on September 14, 2023 at 11:00 a.m., at the offices of EDA, 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, Florida 32601. The agenda is as follows:

1. Call to Order/Roll Call
2. Public Comments
3. Presentation of Financial Statements, and Summary of Outstanding Contracts and Amounts Owed
4. Consideration of Resolution 2023-32, Adopting a Plan of Dissolution; Requesting that the Board of County Commissioners of Alachua County, Florida, Adopt A Non-Emergency Ordinance to Provide for the Dissolution of the District; Directing District Staff to Take Appropriate Action to Dissolve The District In Accordance with the Non-Emergency Ordinance Adopted by the Board of County Commissioners of Alachua County, Florida, and the Plan of Dissolution; Providing for Severability; and Providing an Effective Date
5. Consent and Joinder of Landowners to the Dissolution of the Springhills South Community Development District
6. Consideration of Resolution 2023-33, Approving a Proposed Budget for Fiscal Year 2023/2024 and Setting a Public Hearing Thereon Pursuant to Florida Law; Addressing Transmittal, Posting and Publication Requirements; Addressing Severability; and Providing for an Effective Date
7. Consideration of Fiscal Year 2023/2024 Budget Funding Agreement
8. Ratification of Jere Earlywine Kutak Rock Law Firm/Transition Letter
 - Consideration of Kutak Rock Retention and Fee Agreement

ATTENDEES:

Please identify yourself each time you speak to facilitate accurate transcription of meeting minutes.

- 9. Ratification of Resolution 2023-31, Designating a Public Depository for Funds of the Springhills South Community Development District and Providing an Effective Date
- 10. Approval of January 13, 2023 Public Hearings and Regular Meeting Minutes
- 11. Staff Reports
 - A. District Counsel: *Kutak Rock LLP*
 - B. District Engineer (Interim): *EDA Consultants, Inc.*
 - C. District Manager: *Wrathell, Hunt and Associates, LLC*

- NEXT MEETING DATE: TBD
 - QUORUM CHECK

Seat 1	Adam Canter	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 2	Arthur Canter	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 3	Pam Trematerra	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 4	Jake Essman	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO
Seat 5	Peter Trematerra	<input type="checkbox"/> IN PERSON	<input type="checkbox"/> PHONE	<input type="checkbox"/> NO

- 12. Board Members' Comments/Requests
- 13. Public Comments
- 14. Adjournment

If you should have any questions or concerns, please do not hesitate to contact me directly at (561) 719-8675 or Ernesto Torres (904) 295-5714.

Sincerely,



Craig Wrathell
 District Manager

FOR BOARD MEMBERS AND STAFF TO ATTEND BY TELEPHONE
CALL-IN NUMBER: 1-888-354-0094
PARTICIPANT PASSCODE: 801 901 3513

SPRINGHILLS

SOUTH

COMMUNITY DEVELOPMENT DISTRICT

**UNAUDITED
FINANCIAL
STATEMENTS**

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
FINANCIAL STATEMENTS
UNAUDITED
JULY 31, 2023**

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
BALANCE SHEET
GOVERNMENTAL FUNDS
JULY 31, 2023**

	General Fund	Debt Service Fund	Capital Projects Fund	Total Governmental Funds
ASSETS				
Cash	\$ 6,000	\$ -	\$ -	\$ 6,000
Due from Landowner	17,441	4,566	587	22,594
Total assets	<u>\$ 23,441</u>	<u>\$ 4,566</u>	<u>\$ 587</u>	<u>\$ 28,594</u>
LIABILITIES AND FUND BALANCES				
Liabilities:				
Accounts payable	\$ 17,393	\$ 4,566	\$ 587	\$ 22,546
Due to Landowner	-	4,733	587	5,320
Accrued wages payable	200	-	-	200
Tax payable	15	-	-	15
Landowner advance	6,000	-	-	6,000
Total liabilities	<u>23,608</u>	<u>9,299</u>	<u>1,174</u>	<u>34,081</u>
DEFERRED INFLOWS OF RESOURCES				
Deferred receipts	17,441	-	-	17,441
Total deferred inflows of resources	<u>17,441</u>	<u>-</u>	<u>-</u>	<u>17,441</u>
Fund balances:				
Restricted for:				
Debt service	-	(4,733)	-	(4,733)
Capital projects	-	-	(587)	(587)
Unassigned	(17,608)	-	-	(17,608)
Total fund balances	<u>(17,608)</u>	<u>(4,733)</u>	<u>(587)</u>	<u>(22,928)</u>
Total liabilities, deferred inflows of resources and fund balances	<u>\$ 23,441</u>	<u>\$ 4,566</u>	<u>\$ 587</u>	<u>\$ 28,594</u>

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year to Date</u>	<u>Budget</u>	<u>% of Budget</u>
REVENUES				
Landowner contribution	\$ -	\$ 3,284	\$ 75,098	4%
Total revenues	<u>-</u>	<u>3,284</u>	<u>75,098</u>	4%
EXPENDITURES				
Professional & administrative				
Supervisors	-	215	-	N/A
Management/accounting/recording**	750	6,750	32,000	21%
Legal	133	3,610	25,000	14%
Engineering	-	-	2,000	0%
Dissemination agent*	-	-	333	0%
Telephone	17	150	200	75%
Postage	-	31	250	12%
Printing & binding	42	814	500	163%
Legal advertising	-	6,344	6,500	98%
Annual special district fee	-	-	175	0%
Insurance	-	-	5,500	0%
Contingencies/bank charges	-	-	750	0%
Website hosting & maintenance	1,680	1,890	1,680	113%
Website ADA compliance	-	-	210	0%
Total professional & administrative	<u>2,622</u>	<u>19,804</u>	<u>75,098</u>	26%
Excess/(deficiency) of revenues over/(under) expenditures	(2,622)	(16,520)	-	
Fund balances - beginning	<u>(14,986)</u>	<u>(1,088)</u>	-	
Fund balances - ending	<u>\$ (17,608)</u>	<u>\$ (17,608)</u>	<u>\$ -</u>	

*These items will be realized when bonds are issued

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
DEBT SERVICE FUND
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Debt service		
Cost of issuance	<u>-</u>	<u>4,733</u>
Total debt service	<u>-</u>	<u>4,733</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 (4,733)
 Fund balances - beginning	 <u>(4,733)</u>	 <u>-</u>
Fund balances - ending	<u><u>\$ (4,733)</u></u>	<u><u>\$ (4,733)</u></u>

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
STATEMENT OF REVENUES, EXPENDITURES,
AND CHANGES IN FUND BALANCES
CAPITAL PROJECTS FUND
FOR THE PERIOD ENDED JULY 31, 2023**

	<u>Current Month</u>	<u>Year To Date</u>
REVENUES	<u>\$ -</u>	<u>\$ -</u>
Total revenues	<u>-</u>	<u>-</u>
 EXPENDITURES		
Capital outlay	<u>-</u>	<u>587</u>
Total expenditures	<u>-</u>	<u>587</u>
 Excess/(deficiency) of revenues over/(under) expenditures	 -	 (587)
 Fund balances - beginning	 (587)	 -
Fund balances - ending	<u><u>\$ (587)</u></u>	<u><u>\$ (587)</u></u>

12:27 PM
09/13/23

Springhills South CDD
A/P Aging Detail
As of September 13, 2023

Type	Date	Num	Name	Memo	Open Balance
Current					
Bill	09/07/2023	2023-0866	WRATHELL, HUNT & ASSOCIATES, LLC.	08/23 MGMT FEE	808.34
Bill	09/07/2023	2023-1232	WRATHELL, HUNT & ASSOCIATES, LLC.	09/23 MGMT FEE	808.34
Bill	09/07/2023	3268048 37923-1	KUTAK ROCK LLP	07/23 LEGAL FEES	1,318.00
Bill	09/13/2023	2023-1288	WRATHELL, HUNT & ASSOCIATES, LLC.	REIMBURSEMENT FOR LEGAL ADVT DT 9/6/2023	147.60
Total Current					3,082.28
1 - 30					
Total 1 - 30					
31 - 60					
Bill	07/12/2023	2023-0129	STRANGE ZONE, INC.	WEBSITE CREATION, DEVELOPMENT & MAINTENANCE 2023	1,679.99
Bill	07/12/2023	3238614 37923-1	KUTAK ROCK LLP	05/23 LEGAL FEES	134.00
Bill	07/12/2023	2021-4065	WRATHELL, HUNT & ASSOCIATES, LLC.	07/23 MGMT FEE	808.34
Total 31 - 60					2,622.33
61 - 90					
Bill	06/09/2023	2021-3862	WRATHELL, HUNT & ASSOCIATES, LLC.	06/23 MGMT FEE	808.34
Total 61 - 90					808.34
91 - 120					
Bill	05/24/2023	2021-3719	WRATHELL, HUNT & ASSOCIATES, LLC.	REIMBURSEMENT FOR LEGAL ADVT #2023-04	526.44
Bill	05/24/2023	3210226 37923-1	KUTAK ROCK LLP	03/23 LEGAL FEES	588.50
Bill	05/24/2023	3210227 37923-3	KUTAK ROCK LLP	03/23 CONSTRUCTION EXPENSES	188.00
Bill	05/24/2023	2021-3651	WRATHELL, HUNT & ASSOCIATES, LLC.	05/23 MGMT FEE	808.34
Bill	05/24/2023	3224595 37923-1	KUTAK ROCK LLP	04/23 LEGAL FEES	852.50
Bill	05/24/2023	3224599 37923-4	KUTAK ROCK LLP	04/23 BOND VALIDATION	124.19
Bill	05/24/2023	3224597 37923-3	KUTAK ROCK LLP	04/23 CONSTRUCTION EXPENSES	376.00
Bill	05/24/2023	9001208989	SAFEGUARD BUSINESS SYSTEMS INC	STATIONERY PURCHASES	383.86
Total 91 - 120					3,847.83
121 - 150					
Bill	04/20/2023	5949	KILINSKI VAN WYK PLLC	01/23 LEGAL FEES	391.00
Bill	04/20/2023	5950	KILINSKI VAN WYK PLLC	01/23 BOND VALIDATION	847.50
Bill	04/20/2023	6135	KILINSKI VAN WYK PLLC	02/23 BOND VALIDATION	1,273.26
Bill	04/20/2023	3191906 37923-1	KUTAK ROCK LLP	02/23 LEGAL FEES	100.50
Bill	04/20/2023	3191935 37923-4	KUTAK ROCK LLP	02/23 BOND VALIDATION	1,833.25
Bill	04/20/2023	2021-2960	WRATHELL, HUNT & ASSOCIATES, LLC.	03/23 MGMT FEE	808.34
Bill	04/20/2023	2021-2390	WRATHELL, HUNT & ASSOCIATES, LLC.	04/23 MGMT FEE	808.34
Bill	04/20/2023	2021-3028	WRATHELL, HUNT & ASSOCIATES, LLC.	REIMBURSEMENT FOR STATIONERY	55.00
Bill	04/20/2023	2021-3035	WRATHELL, HUNT & ASSOCIATES, LLC.	REIMBURSEMENT FOR LEGAL ADVT	4,346.82
Bill	04/20/2023	3836	KILINSKI VAN WYK PLLC	07/22 LEGAL FEES	380.10
Bill	04/20/2023	4141	KILINSKI VAN WYK PLLC	08/22 LEGAL FEES	447.50
Bill	04/20/2023	4528	KILINSKI VAN WYK PLLC	09/22 LEGAL FEES	260.00
Total 121 - 150					11,551.61
151 - 180					
Total 151 - 180					
> 180					
Bill	09/30/2022	3836	KE LAW GROUP, PLLC.	07/22 LEGAL FEES	380.10
Bill	01/27/2023	5263	KE LAW GROUP, PLLC.	12/22 BOND VALIDATION	488.00
Bill	01/27/2023	5264	KE LAW GROUP, PLLC.	12/22 PROJECT CONSTRUCTION	22.50
Bill	01/27/2023	INV-10936	ADA SITE COMPLIANCE	COMPLIANCE SHILD, ACCESSIBILITY POLICY, TECHNOLOG...	210.00
Bill	01/27/2023	8-010-31860	FEDEX	8-010-31860	30.76
Bill	01/27/2023	5262	KE LAW GROUP, PLLC.	12/22 LEGAL FEES	22.50
Bill	01/27/2023	2021-2589	WRATHELL, HUNT & ASSOCIATES, LLC.	01/23 MGMT FEE	808.34
Bill	02/24/2023	2021-2754	WRATHELL, HUNT & ASSOCIATES, LLC.	02/23 MGMT FEE	808.34
Bill	02/24/2023	8173403	GANNETT MEDIA CORP.	NOTICE OF LANDOWNERS' MEETING 01/06/2023	944.64
Total > 180					3,715.18
TOTAL					25,627.57

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

4

RESOLUTION 2023-32

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT ADOPTING A PLAN OF DISSOLUTION; REQUESTING THAT THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, ADOPT A NON-EMERGENCY ORDINANCE TO PROVIDE FOR THE DISSOLUTION OF THE DISTRICT; DIRECTING DISTRICT STAFF TO TAKE APPROPRIATE ACTION TO DISSOLVE THE DISTRICT IN ACCORDANCE WITH THE NON-EMERGENCY ORDINANCE ADOPTED BY THE BOARD OF COUNTY COMMISSIONERS OF ALACHUA COUNTY, FLORIDA, AND THE PLAN OF DISSOLUTION; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, the Springhills South Community Development District (the “**District**”) was established by Ordinance No. 22-12 of the Board of County Commissioners of the Alachua County, Florida, pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District is located wholly within the boundaries of the Alachua County, Florida (the “**County**”); and

WHEREAS, Yadda Property Holdings I, LLC (“**Developer**”), is the primary developer and majority landowner within the District, the primary owner of the assessable lands within the District; and

WHEREAS, the District has received a letter from the Developer requesting the dissolution of the District; and

WHEREAS, the District has received written consent to the dissolution of the District from 100% of the landowners within the District; and

WHEREAS, as an organizational matter, the District does not anticipate providing any future planned community development district services or improvements, or providing any financing for the same; and

WHEREAS, the District’s Board of Supervisors (the “**Board**”) determined, based upon information provided to it by Developer, changes in and projections for market conditions, and the current economic conditions, that the planned community development services to be provided to the lands and landowners (current and future) within the boundaries of the District

may be provided by and through Developer, a community association, a subsequently established community development district, or other means in a manner as efficiently as the District and at a level of quality equal to the level of quality to be delivered to the users of those services by the District; and

WHEREAS, the Board finds that it is in the best interest of the District and the current and future landowners within the District that the District be dissolved and that the planned community development services be provided by the Developer, its successors or assigns or by other means; and

WHEREAS, the District's Board of Supervisors further finds that it is in the best interest of the District and the District's landowners that, prior to its dissolution, the District transfer substantially all of its interests in any permits, licenses and other real, personal, tangible or intangible property owned by the District (the "**District Property**") to such other units of government, property owners' associations, or other entities as are appropriate in the case of each such interest; and

WHEREAS, the District does not presently own any real, personal, tangible or intangible property or infrastructure improvements; and

WHEREAS, the dissolution of the District will not harm or otherwise injure any interests of the landowners of the District, nor harm nor otherwise injure any interests of any other party within or without the District; and

WHEREAS, the District desires to authorize and direct the District Chairperson and District staff to proceed with such actions and steps as are necessary to effect such transfers; and

WHEREAS, the District has prepared a Plan of Dissolution that provides for the orderly dissolution of the District and for the final dispensation of all records, financial accounts, and contracts, if any; and

WHEREAS, in anticipation of the dissolution, the District desires to enter into that certain "Dissolution Funding Agreement" dated September ____, 2023, and attached hereto as **Exhibit B** whereby the Developer has agreed, among other things, to directly fund any costs associated with the dissolution; and

WHEREAS, the Board desires that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD
OF SUPERVISORS OF THE SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT:**

SECTION 1. INCORPORATION OF RECITALS. All of the above representations, findings, and determinations contained within the recitals of this Resolution are recognized as true and accurate and are expressly incorporated into this Resolution.

SECTION 2. APPROVAL OF PLAN OF DISSOLUTION. The District hereby approves the Plan of Dissolution substantially in the form attached to this Resolution as **Exhibit A**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the District's filing of the petition for dissolution with the County.

SECTION 3. APPROVAL OF DISSOLUTION FUNDING AGREEMENT. The District hereby authorizes and approves the Dissolution Funding Agreement substantially in the form attached to this Resolution as **Exhibit B**, subject to such reasonable changes as may be necessary and decided upon by the District Manager and District Counsel, after consultation with the District Chairperson, to affect the intent of this Resolution, which approval shall be conclusively evidenced by the execution thereof. The Chairperson or Vice Chairperson is hereby authorized to execute and the Secretary or any Assistant Secretary is authorized to attest such Dissolution Funding Agreement.

SECTION 4. REQUEST FOR ACTION. The District hereby requests that the County adopt a non-emergency ordinance to provide for the dissolution of the District in accord with Section 190.046(10), *Florida Statutes*.

SECTION 5. GENERAL AUTHORIZATION. The District Manager and District Counsel are hereby directed, upon the final payment of all of the District's outstanding financial obligations in a manner consistent with the Plan of Dissolution, to take the appropriate actions to transmit this Resolution to the County. Upon the adoption of a non-emergency ordinance by the County, the District Manager, and District Counsel are further directed to proceed with the necessary steps as outlined in the Plan of Dissolution to effectuate an orderly dissolution of the District. The District's Chairperson, District Manager, District Counsel, District Engineer, Secretary, and Assistant Secretaries are hereby further directed and authorized, upon the adoption of this Resolution, to do all acts and things required of them to carry out the Plan of Dissolution to effectuate an orderly dissolution of the District, and all acts and things that may be desirable or consistent with the requirements or intent hereof. The Chairperson and Secretary are hereby further authorized to execute any and all documents necessary to effectuate an orderly dissolution of the District. The Vice Chairperson, in the absence or unavailability of the Chairperson, shall be authorized to undertake any action herein authorized to be taken by the Chairperson and any Assistant Secretary shall be authorized to undertake any action herein authorized to be taken by the Secretary, in the absence or unavailability of the Secretary.

SECTION 6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

SECTION 7. EFFECTIVE DATE. This Resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED on this 14th day of September, 2023.

ATTEST:

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

EXHIBIT A: Plan of Dissolution

EXHIBIT B: Dissolution Funding Agreement

Exhibit A

PLAN OF DISSOLUTION FOR THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT

1. **PURPOSE.** The purpose of this Plan of Dissolution is to provide a plan for the orderly dissolution of the Springhills South Community Development District (the “**District**”).

2. **CONSTRUCTION.** This Plan of Dissolution shall be construed liberally to accomplish the smooth and orderly dissolution of the District.

3. **AUTHORITY.** Section 190.046(10), *Florida Statutes*, provides that if a district has no outstanding financial obligations and no operating or maintenance responsibilities, upon petition of the district, the district may be dissolved by a non-emergency ordinance of the general-purpose local governmental entity that established the district.

4. **FUNDS.** Prior to submitting the petition requesting dissolution to the Alachua County, Florida (the “**County**”), the District will pay, or cause to be paid, all currently outstanding accounts of the District as reflected in **Attachment 1**. In conjunction with the payment of any currently outstanding accounts, the District shall enter into a Dissolution Funding Agreement with Yadda Property Holdings I, LLC (“**Developer**”) whereby Developer agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal, engineering and managerial staff, to assist in the dissolution process and proceedings.

5. **SERVICES.** The District is currently managed by a contract administrator and has no employees. Counsel has been retained by the District to provide legal services to the District. The District Manager and District Counsel are responsible for filing any final reports or other documents on behalf of the District that are required by law, and for performing any and all other actions on behalf of the District within thirty (30) days after the effective dissolution of the District. Prior to submitting the resolution requesting dissolution to the County, the Developer shall pay all outstanding District expenses, including among other invoices from the District Manager and District Counsel, and including invoices sufficient to cover the expenses associated with the dissolution process.

6. **ASSETS AND LIABILITIES.** The District has no real property, infrastructure, or other assets and has no debt or maintenance responsibilities.

7. **CONTRACTUAL OBLIGATIONS OF THE DISTRICT.** All contractual obligations shall be addressed as follows:

- A. The District’s agreement with the firm of Kutak Rock LLP to serve as District Counsel shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Kutak Rock LLP.

- B. The District’s agreement with the firm of Wrathell, Hunt & Associates, LLC, to serve as District Manager shall terminate upon the effective dissolution of the District. The District Manager will obtain an appropriate release from Wrathell, Hunt & Associates, LLC.
- C. Prior to submitting the resolution requesting dissolution to the County, the District Manager on behalf of the District shall terminate any other pending District agreements, including those District’s agreement identified in **Attachment 1** hereto by sending notice of termination to each of these contractors and/or consultants.

8. NOTICE OF DISSOLUTION. District Counsel shall file a Notice of Dissolution of the Springhills South Community Development District in the public records of the County. A copy of the Ordinance passed by the County dissolving the District shall be transmitted to the Florida Department of Economic Opportunity pursuant to Section 189.016, *Florida Statutes*.

9. MODIFICATION OF THE PLAN OF DISSOLUTION. Prior to the effective date of any ordinance of the County dissolving the District, the District Manager or District Counsel may make reasonable modifications to this Plan of Dissolution, as may be necessary, in consultation with the Chairperson, to affect the intent of Resolution 2023-[____].

10. OFFICIAL DISTRICT RECORDS. All official records of the District shall be transferred to the Florida Secretary of State’s Division of Library and Information Services (“DOL”) by the District Manager; provided however, if the DOL refuses to accept the District’s official records, the District Manager shall transfer such records to the County Clerk. However, such a transfer of official District records shall not occur as long as the District has an obligation, under any law, to keep and maintain any such official District record. If any official record of the District cannot be transferred prior to the dissolution of the District, then the failure by the District Manager to transfer such a record shall not cause this Plan of Dissolution to not be completed within the time permitted. Any such record shall be transferred by the District Manager to the DOL, or as otherwise provided herein, as soon as is practicable after the dissolution of the District, in accordance with this Plan of Dissolution.

11. OPERATION OF THIS PLAN OF DISSOLUTION. This Plan of Dissolution shall become effective upon adoption of a Resolution by the District’s Board of Supervisors approving this Plan of Dissolution. After complying with the terms of this Plan of Dissolution, the District will be dissolved without any further action.

Attachment 1

1. District Management
2. District Counsel

Exhibit B
Dissolution Funding Agreement

**DISSOLUTION FUNDING AGREEMENT BETWEEN THE
SPRINGILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT AND
YADDA PROPERTY HOLDINGS I, LLC**

This **DISSOLUTION FUNDING AGREEMENT** (“**Agreement**”) is made and entered into this _____ day of September 2023, by and between:

SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT, a local unit of special-purpose government established pursuant to Chapter 190, *Florida Statutes*, and located in the Alachua County, Florida (the “**District**”), and

YADDA PROPERTY HOLDINGS I, LLC, a Florida limited liability company and a landowner of the majority of the lands within the District (“**Majority Landowner**”).

RECITALS

WHEREAS, the District is a local unit of special-purpose government established, pursuant to the Uniform Community Development Act of 1980, as codified in Chapter 190, *Florida Statutes*, by ordinance of the Board of County Commissioners of Alachua; and

WHEREAS, the District is currently not providing any infrastructure systems, facilities, and services to the lands within the District; and

WHEREAS, based on representations from and request of Majority Landowner, the District’s Board of Supervisors (“**Board**”) has determined that it is in the best interests of the District that the District be dissolved; and

WHEREAS, subject to the final payment of all outstanding financial obligations of the District, the proposed dissolution is authorized by Section 190.046(10), *Florida Statutes*; and

WHEREAS, the District’s Board has directed the District Manager and District Counsel, upon final payment of all outstanding financial obligations of the District, to petition the County to dissolve the District in accordance with the procedures and processes described in Chapter 190, *Florida Statutes*, which processes include the preparation of a petition to the County, in accordance with Section 190.046(10), *Florida Statutes*, and such other actions as are necessary in furtherance of the dissolution process; and

WHEREAS, in order to seek a dissolution pursuant to Chapter 190, *Florida Statutes*, District Staff, including but not limited to legal and managerial staff, must provide certain services necessary to the dissolution process; and

WHEREAS, any such work shall only be performed as necessary to seek the dissolution of the District and in accordance with the delegated authority of pursuant to Resolution 2023-__;

WHEREAS, Majority Landowner desires to pay for any such expenditures including, but not limited to, legal and other consultant fees, filing fees, administrative, and other expenses, if any, incurred to date by the District as well as through completion of the dissolution process.

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. RECITALS. Above recitals so stated are true and correct and by this reference are incorporated herein and form a material part of this Agreement.

2. PROVISION OF FUNDS. Majority Landowner agrees to pay such monies as are necessary to enable the District to proceed with the dissolution of the District and to pay such monies as are necessary to enable District Staff, including legal and managerial staff, to assist in the operation and dissolution process and proceedings. Majority Landowner will pay such funds within fifteen (15) days of a written request by the respective District Staff directly to the requesting party. Majority Landowner may be required to prepay certain fees and expenses, if the District is required to do so under any of the District's agreements with District Staff.

3. DISTRICT USE OF FUNDS. Any funds provided under this Agreement shall be used solely for the fees, costs, and other expenditures accruing or accrued by the District with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District in accord with Chapter 190, *Florida Statutes*. Upon final payment of all presently outstanding financial obligations of the District, the District agrees to use good faith and best efforts to proceed in an expeditious manner with the preparation and filing of the petition and related materials to seek the dissolution of the District pursuant to Chapter 190, *Florida Statutes*, and with the prosecution of the procedural requirements detailed in Chapter 190, *Florida Statutes*, for the dissolution of the District.

4. DEFAULT. A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which may include, but not be limited to, the right of damages, injunctive relief and/or specific performance.

5. ENFORCEMENT OF AGREEMENT. In the event that either party is required to enforce this Agreement by court proceedings or otherwise, the substantially prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and paralegal fees, costs for trial, alternative dispute resolution, or appellate proceedings, all as may be incurred in court, out of court, or otherwise.

6. AGREEMENT. This instrument shall constitute the final and complete expression of the agreement between the parties relating to the subject matter of this Agreement.

7. AMENDMENTS; ASSIGNMENT. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto. Neither party may assign this Agreement or any monies to become due hereunder without the prior written approval of the other party. Any purported assignment without such written approval shall be void.

8. NOTICES. All notices, requests, consents and other communications under this Agreement (“**Notices**”) shall be in writing and shall be delivered, mailed by First Class Mail, postage prepaid, or overnight delivery service, to the parties, as follows:

If to Majority Landowner: Yadda Property Holdings I, LLC
6231 PGA Blvd, STE 104-227
Palm Beach Gardens, Florida 33418
Attn: _____

If to District: Springhills South Community Development District
2300 Glades Road, Suite 410W
Boca Raton, FL 33431
Attn: _____

With a copy to: Kutak Rock LLP
P.O. Box 10230
Tallahassee, Florida 32302
Attn: Jere L. Earlywine

Except as otherwise provided in this Agreement, any Notice shall be deemed received only upon actual delivery at the address set forth in this Agreement. Notices delivered after 5:00 p.m. (at the place of delivery) or on a non-business day, shall be deemed received on the next business day. If any time for giving Notice contained in this Agreement would otherwise expire on a non-business day, the Notice period shall be extended to the next succeeding business day. Saturdays, Sundays and legal holidays recognized by the United States government shall not be regarded as business days. Counsel for the parties may deliver Notice on behalf of the parties. Any party or other person to whom Notices are to be sent or copied may notify the other parties and addressees of any change in name or address to which Notices shall be sent by providing the same on five (5) days written notice to the parties and addressees set forth in this Agreement.

9. THIRD PARTY BENEFICIARIES. The purpose of this Agreement is to provide the necessary funding for the District, and for those third parties acting on behalf of the District, with respect to its ongoing operations and the actions necessary for the orderly dissolution of the District. It is intended that this Agreement shall inure to the benefit of those parties listed in the Plan of Dissolution, attached hereto as **Exhibit 1**, including but not limited to the District Staff. (“**Third Parties**”), which Plan of Dissolution is attached hereto and incorporated herein by reference. Further, Majority Landowner recognizes that the Third Parties may maintain a right or cause of action by reason hereof. All of the provisions, representations, covenants and conditions contained in this Agreement shall inure to the benefit of and shall be binding upon the parties to this Agreement and their respective representatives, successors, and assigns. Nothing herein shall be construed to require the District to commence any cause of action on behalf of any Third Party.

10. CONTROLLING LAW. This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida. Each party consents that the exclusive venue for any dispute arising out of or related to this Agreement shall be in a court of appropriate jurisdiction, in and for Alachua County, Florida.

11. EFFECTIVE DATE. The Agreement shall be effective after execution by both parties to this Agreement and shall remain in effect unless terminated in writing by both parties or until the effective dissolution of the District in accordance with the Plan of Dissolution.

12. PUBLIC RECORDS. Majority Landowner understands and agrees that all documents of any kind provided to the District or to District Staff in connection with the work contemplated under this Agreement may be public records and will be treated as such in accordance with Florida law.

13. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall be an original; however, all such counterparts together shall constitute but one and the same instrument. Signature and acknowledgment pages, if any, may be detached from the counterparts and attached to a single copy of this document to physically form one document.

[Signatures on next page]

IN WITNESS WHEREOF, the parties execute this Agreement on the day and year first written above.

ATTEST:

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

WITNESS:

**YADDA PROPERTY HOLDINGS I,
LLC**, a Florida limited liability company

[Print Name] _____

By: _____
Its: _____

EXHIBIT A: Plan of Dissolution

Exhibit A
PLAN OF DISSOLUTION

**Consent and Joinder of Landowners to the Dissolution of
the Springhills South Community Development District**

The undersigned understands and acknowledges that the Springhills South Community Development District (the “**District**”) intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owner of a portion of lands within the Springhills South Community Development District, the undersigned hereby consents to the dissolution of the District. The undersigned also hereby waives the right to object to the District’s failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands owned by the undersigned is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this ____ day of _____, 2023.

Witnessed:

Yadda Property Holdings I, LLC.

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me by means of physical presence or online notarization, an officer duly authorized to take acknowledgments, personally appeared _____ as _____ of Yadda Property Holdings I, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of Florida this ____ day of _____, 2023.

Notary Public

Personally known: _____
Produced Identification: _____
Type of Identification: _____

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

5

**Consent and Joinder of Landowners to the Dissolution of
the Springhills South Community Development District**

The undersigned understands and acknowledges that the Springhills South Community Development District (the “**District**”) intends to seek dissolution of the District in accordance with the provisions of Chapter 190.046(10), *Florida Statutes*.

As the owner of a portion of lands within the Springhills South Community Development District, the undersigned hereby consents to the dissolution of the District. The undersigned also hereby waives the right to object to the District’s failure to comply with any and all requirements prescribed by Florida law, including, but not limited to, Chapters 189 and 190, *Florida Statutes*. A description of the District lands owned by the undersigned is more fully described in **Exhibit A** attached hereto and made a part hereof.

The undersigned acknowledges that this consent will remain in full force and effect until the dissolution of the District is final or three (3) years from the date hereof, which ever shall first occur.

The undersigned hereby represents and warrants that it has taken all actions and obtained all consents necessary to duly authorize the execution of this consent and joinder by the officer executing this instrument.

Executed this ____ day of _____, 2023.

Witnessed:

Yadda Property Holdings I, LLC.

Print Name: _____

By: _____
Its: _____

Print Name: _____

STATE OF _____
COUNTY OF _____

I hereby certify that on this day, before me by means of physical presence or online notarization, an officer duly authorized to take acknowledgments, personally appeared _____ as _____ of Yadda Property Holdings I, LLC, who executed the foregoing instrument, acknowledged before me that he executed the same on behalf of the foregoing entity and was identified in the manner indicated below.

Witness my hand and official seal in the County of _____ and State of Florida this ____ day of _____, 2023.

Notary Public

Personally known: _____
Produced Identification: _____
Type of Identification: _____

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

6

RESOLUTION 2023-33

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT APPROVING A PROPOSED BUDGET FOR FISCAL YEAR 2023/2024 AND SETTING A PUBLIC HEARING THEREON PURSUANT TO FLORIDA LAW; ADDRESSING TRANSMITTAL, POSTING AND PUBLICATION REQUIREMENTS; ADDRESSING SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Springhills South Community Development District (“District”) was recently established by the Board of County Commissioners of Alachua County, Florida, effective July 5, 2022; and

WHEREAS, the District Manager has prepared and submitted to the Board of Supervisors of the Springhills South Community Development District (“Board”) a proposed operating budget for Fiscal Year 2023/2024; and

WHEREAS, the Board has considered the proposed budget and desires to set the required public hearing thereon.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT:

1. APPROVING PROPOSED BUDGET. The operating budget proposed by the District Manager for Fiscal Year 2023/2024, attached hereto as **Exhibit A**, is hereby approved as the basis for conducting a public hearing to adopt said budget.

2. SETTING HEARING. The public hearing on the approved budgets is hereby declared and set for the following date, hour and location:

DATE: _____
HOUR: _____
LOCATION: EDA, 720 SW 2nd Avenue
South Tower, Suite 300
Gainesville, Florida 32601

3. TRANSMITTAL OF PROPOSED BUDGETS TO LOCAL GENERAL PURPOSE GOVERNMENTS. The District Manager is hereby directed to submit copy of the proposed budget to the local general purpose unit(s) of government at least sixty (60) days prior to the hearing set above.

4. POSTING OF PROPOSED BUDGETS. In accordance with Section 189.016, *Florida Statutes*, the District’s Secretary is further directed to post the approved Proposed Budget on the District’s website at least two (2) days before the budget hearing date as set forth in Section 2 and shall remain on the website for at least (forty-five) 45 days.

5. PUBLICATION OF NOTICE. Notice of this public hearing shall be published in the manner prescribed in Florida law.

6. SEVERABILITY. The invalidity or unenforceability of any one or more provisions of this Resolution shall not affect the validity or enforceability of the remaining portions of this Resolution, or any part thereof.

7. EFFECTIVE DATE. This Resolution shall take effect immediately upon adoption.

PASSED AND ADOPTED this 14th day of September, 2023.

ATTEST:

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

Exhibit A: Fiscal Year 2023/2024 Budget

Exhibit A

Fiscal Year 2023/2024 Budget

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
PROPOSED BUDGET
FISCAL YEAR 2024**

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
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**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
GENERAL FUND BUDGET
FISCAL YEAR 2024**

	Adopted Budget FY 2023	Actual through 2/28/2023	Projected through 9/30/2023	Total Actual & Projected	Proposed Budget FY 2024
REVENUES					
Landowner contribution	\$ 28,265	\$ 3,451	\$ 31,716	\$ 28,265	\$ 22,290
Total revenues	<u>28,265</u>	<u>3,451</u>	<u>31,716</u>	<u>28,265</u>	<u>22,290</u>
EXPENDITURES					
Professional & administrative					
Supervisors	1,000	215	785	1,000	1,000
Management/accounting/recording**	9,000	3,000	6,000	9,000	6,000
Legal	5,000	456	4,544	5,000	5,000
Engineering	500	-	500	500	500
Audit	-	-	-	-	-
Arbitrage rebate calculation*	-	-	-	-	-
Dissemination agent*	-	-	-	-	-
Trustee*	-	-	-	-	-
Telephone	200	67	133	200	200
Postage	250	31	219	250	250
Printing & binding	500	167	333	500	500
Legal advertising	3,500	1,471	2,029	3,500	1,750
Annual special district fee	175	-	175	175	175
Insurance	5,500	-	5,500	5,500	5,500
Contingencies/bank charges	750	-	750	750	500
Website hosting & maintenance	1,680	-	1,680	1,680	705
Website ADA compliance	210	210	-	210	210
Total expenditures	<u>28,265</u>	<u>5,617</u>	<u>22,648</u>	<u>28,265</u>	<u>22,290</u>
Excess/(deficiency) of revenues over/(under) expenditures	-	(2,166)	9,068	-	-
Fund balance - beginning (unaudited)	-	-	-	4,768	-
Fund balance - ending	<u>\$ -</u>	<u>\$ (2,166)</u>	<u>\$ 9,068</u>	<u>\$ 4,768</u>	<u>\$ -</u>

* These items will be realized when bonds are issued

** WHA will charge a reduced management fee until bonds are issued.

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT
DEFINITIONS OF GENERAL FUND EXPENDITURES**

EXPENDITURES

Professional & administrative

Management/accounting/recording** \$ 6,000

Wrathell, Hunt and Associates, LLC (WHA), specializes in managing community development districts by combining the knowledge, skills and experience of a team of professionals to ensure compliance with all of the District's governmental requirements. WHA develops financing programs, administers the issuance of tax exempt bond financings, operates and maintains the assets of the community.

Legal 5,000

General counsel and legal representation, which includes issues relating to public finance, public bidding, rulemaking, open meetings, public records, real property dedications, conveyances and contracts.

Engineering 500

The District's Engineer will provide construction and consulting services, to assist the District in crafting sustainable solutions to address the long term interests of the community while recognizing the needs of government, the environment and maintenance of the District's facilities.

Audit -

Statutorily required for the District to undertake an independent examination of its books, records and accounting procedures.

Arbitrage rebate calculation* -

To ensure the District's compliance with all tax regulations, annual computations are necessary to calculate the arbitrage rebate liability.

Dissemination agent* -

The District must annually disseminate financial information in order to comply with the requirements of Rule 15c2-12 under the Securities Exchange Act of 1934. Wrathell, Hunt & Associates serves as dissemination agent.

Telephone 200

Telephone and fax machine.

Postage 250

Mailing of agenda packages, overnight deliveries, correspondence, etc.

Printing & binding 500

Letterhead, envelopes, copies, agenda packages

Legal advertising 1,750

The District advertises for monthly meetings, special meetings, public hearings, public bids, etc.

Annual special district fee 175

Annual fee paid to the Florida Department of Economic Opportunity.

Insurance 5,500

The District will obtain public officials and general liability insurance.

Contingencies/bank charges 500

Bank charges and other miscellaneous expenses incurred during the year and automated AP routing etc.

Website hosting & maintenance 705

Website ADA compliance 210

Total expenditures #NUM!

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

7

**SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT
FISCAL YEAR 2023/2024 BUDGET FUNDING AGREEMENT**

This Agreement ("**Agreement**") is made and entered into this ____ day of _____, 2023, by and between:

Springhills South Community Development District, a local unit of special-purpose government established pursuant to Chapter 190, Florida Statutes, and with an address of c/o Wrathell, Hunt and Associates, LLC, 2300 Glades Road, Suite 410W, Boca Raton, Florida 33431 ("**District**"), and

Yadda Property Holdings I, LLC, a Florida limited liability company, and the developer of lands within the boundary of the District ("**Developer**") with a mailing address of 6231 PGA Boulevard, Suite 104-227, Palm Beach Gardens, Florida 33418.

RECITALS

WHEREAS, the District was established for the purpose of planning, financing, constructing, operating and/or maintaining certain infrastructure; and

WHEREAS, the District, pursuant to Chapter 190, Florida Statutes, is authorized to levy such taxes, special assessments, fees and other charges as may be necessary in furtherance of the District's activities and services; and

WHEREAS, Developer presently is developing the majority of all real property ("**Property**") within the District, which Property will benefit from the timely construction and acquisition of the District's facilities, activities and services and from the continued operations of the District; and

WHEREAS, the District is adopting its general fund budget for Fiscal Year 2023/2024, which year concludes on September 30, 2024; and

WHEREAS, this general fund budget, which the parties recognize may be amended from time to time in the sole discretion of the District, is attached hereto and incorporated herein by reference as **Exhibit A**; and

WHEREAS, the District has the option of levying non-ad valorem assessments on all land, including the Property owned by the Developer, that will benefit from the activities, operations and services set forth in the Fiscal Year 2023/2024 budget, or utilizing such other revenue sources as may be available to it; and

WHEREAS, in lieu of levying assessments on the Property, the Developer is willing to provide such funds as are necessary to allow the District to proceed with its operations as described in **Exhibit A**; and

WHEREAS, the Developer agrees that the activities, operations and services provide a special and peculiar benefit equal to or in excess of the costs reflected on **Exhibit A** to the Property; and

WHEREAS, the Developer has agreed to enter into this Agreement in lieu of having the District levy and collect any non-ad valorem assessments as authorized by law against the Property located within the District for the activities, operations and services set forth in **Exhibit A**;

NOW, THEREFORE, based upon good and valuable consideration and the mutual covenants of the parties, the receipt of which and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **FUNDING.** The Developer agrees to make available to the District the monies (“**Funding Obligation**”) necessary for the operation of the District as called for in the budget attached hereto as **Exhibit A** (and as **Exhibit A** may be amended from time to time pursuant to Florida law, but subject to the Developer’s consent to such amendments to incorporate them herein), within thirty (30) days of written request by the District. The funds shall be placed in the District’s general checking account. These payments are made by the Developer in lieu of taxes, fees, or assessments which might otherwise be levied or imposed by the District. Nothing contained herein shall constitute or be construed as a waiver of the District’s right to levy assessments in the event of a funding deficit.

2. **ENTIRE AGREEMENT.** This instrument shall constitute the final and complete expression of the agreement among the parties relating to the subject matter of this Agreement. Amendments to and waivers of the provisions contained in this Agreement may be made only by an instrument in writing which is executed by both of the parties hereto.

3. **AUTHORIZATION.** The execution of this Agreement has been duly authorized by the appropriate body or official of all parties hereto, each party has complied with all of the requirements of law, and each party has full power and authority to comply with the terms and provisions of this instrument.

4. **ASSIGNMENT.** This Agreement may be assigned, in whole or in part, by either party only upon the written consent of the other. Any purported assignment without such consent shall be void.

5. **DEFAULT.** A default by either party under this Agreement shall entitle the other to all remedies available at law or in equity, which shall include, but not be limited to, the right of damages, injunctive relief and specific performance.

6. **ENFORCEMENT.** In the event that any party is required to enforce this Agreement by court proceedings or otherwise, then the parties agree that the prevailing party shall be entitled to recover from the other all costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

7. **THIRD PARTY BENEFICIARIES.** This Agreement is solely for the benefit of the formal parties herein and no right or cause of action shall accrue upon or by reason hereof, to or for the benefit of any third party not a formal party hereto. Nothing in this Agreement expressed or implied is intended or shall be construed to confer upon any person or corporation other than the parties hereto any right, remedy or claim under or by reason of this Agreement or any provisions or conditions hereof; and all of the provisions, representations, covenants and conditions herein contained shall inure to the sole benefit of and shall be binding upon the parties hereto and their respective representatives, successors and assigns.

8. **CHOICE OF LAW.** This Agreement and the provisions contained herein shall be construed, interpreted and controlled according to the laws of the State of Florida.

9. **ARM'S LENGTH.** This Agreement has been negotiated fully among the parties as an arm's length transaction. The parties participated fully in the preparation of this Agreement with the assistance of their respective counsel. In the case of a dispute concerning the interpretation of any provision of this Agreement, the parties are each deemed to have drafted, chosen and selected the language, and the doubtful language will not be interpreted or construed against any party.

10. **EFFECTIVE DATE.** The Agreement shall be effective after execution by the parties hereto.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties execute this Agreement the day and year first written above.

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Chairperson, Board of Supervisors

YADDA PROPERTY HOLDINGS I, LLC

By: _____
Its: _____

Exhibit A: Fiscal Year 2023/2024 General Fund Budget

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

8

RETENTION AND FEE AGREEMENT

I. PARTIES

THIS RETENTION AND FEE AGREEMENT (“**Agreement**”) is made and entered into by and between the following parties:

- A. Springhills South Community Development District (“**Client**”)
c/o Wrathell, Hunt & Associates, LLC
2300 Glades Road, Suite 410W
Boca Raton, Florida 33431

and

- B. Kutak Rock LLP (“**Kutak Rock**”)
107 West College Avenue
Tallahassee, Florida 32301

II. SCOPE OF SERVICES

In consideration of the mutual undertakings and agreements contained herein, the parties agree as follows:

- A. The Client agrees to employ and retain Kutak Rock as its attorney and legal representative for general advice, counseling and representation of Client and its Board of Supervisors.
- B. Kutak Rock accepts such employment and agrees to serve as attorney for and provide legal representation to the Client in connection with those matters referenced above. No other legal representation is contemplated by this Agreement. Any additional legal services to be provided under the terms of this Agreement shall be agreed to by Client and Kutak Rock in writing. Unless set forth in a separate agreement to which Client consents in writing, Kutak Rock does not represent individual members of the Client’s Board of Supervisors.

III. CLIENT FILES

The files and work product materials (“**Client File**”) of the Client generated or received by Kutak Rock will be maintained confidentially to the extent permitted by law and in accordance with the Florida Bar rules. At the conclusion of the representation, the Client File will be stored by Kutak Rock for a minimum of five (5) years. After the five (5) year storage period, the Client hereby acknowledges and consents that Kutak Rock may confidentially destroy or shred the Client File. Notwithstanding the prior sentence, if the Client provides Kutak Rock with a written request for the return of the Client File before the end of the five (5) year storage period, then Kutak Rock will return the Client File to Client at Client’s expense.

IV. FEES

- A. The Client agrees to compensate Kutak Rock for services rendered in connection with any matters covered by this Agreement on an hourly rate basis plus actual expenses incurred by Kutak Rock in accordance with the attached Expense Reimbursement Policy (Attachment A, incorporated herein by reference). Time will be billed in increments of one-tenth (1/10) of an hour. Certain work related to issuance of bonds and bond anticipation notes may be performed under a flat fee to be separately established prior to or at the time of bond or note issuance.
- B. Attorneys and staff, if applicable, who perform work for Client will be billed at their regular hourly rates, as may be adjusted from time to time. The hourly rates of those initially expected to handle the bulk of Client’s work are as follows:

Jere Earlywine	\$335
Associates	\$275
Contract Attorney	\$235
Paralegals	\$190

Kutak Rock’s regular hourly billing rates are reevaluated annually and are subject to change not more than once in a calendar year. Client agrees to Kutak Rock’s annual rate increases to the extent hourly rates are not increased beyond \$15/hour.

- C. To the extent practicable and consistent with the requirements of sound legal representation, Kutak Rock will attempt to reduce Client’s bills by assigning each task to the person best able to perform it at the lowest rate, so long as he or she has the requisite knowledge and experience.
- D. Upon consent of Client, Kutak Rock may subcontract for legal services in the event that Client requires legal services for which Kutak Rock does not have adequate capabilities.
- E. Kutak Rock will include costs and expenses (including interest charges on past due statements) on its billing statements for Client reimbursement in accordance with the attached Expense Reimbursement Policy.

V. BILLING AND PAYMENT

The Client agrees to pay Kutak Rock’s monthly billings for fees and expenses incurred within thirty (30) days following receipt of an invoice, or the time permitted by Florida law, whichever is greater. Kutak Rock shall not be obligated to perform further legal services under this Agreement if any such billing statement remains unpaid longer than thirty (30) days after submittal to and receipt by Client. Non-payment of billing statements shall be a basis for Kutak Rock to immediately withdraw from the representation without regard to remaining actions necessitating attention by Kutak Rock as part of the representation.

VI. DEFAULT; VENUE

In any legal proceeding to collect outstanding balances due under this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees in addition to costs and outstanding balances due under this Agreement. Venue of any such action shall be exclusive in the state courts of the Second Judicial Circuit in and for Leon County, Florida.

VII. CONFLICTS

It is important to disclose that Kutak Rock represents a number of special districts, trustees ("Trustees"), bondholders, developers, builders, and other entities throughout Florida and the United States of America relating to community development districts, special districts, local governments and land development. Kutak Rock or its attorneys may also have represented the entity which petitioned for the formation of the Client. Kutak Rock understands that Client may enter into an agreement with a Trustee in connection with the issuance of bonds, and that Client may request that Kutak Rock simultaneously represent Client in connection with the issuance of bonds, while Kutak Rock is also representing such Trustee on unrelated matters. By accepting this Agreement Client agrees that (1) Client was provided with an explanation of the implications of the common representation(s) and the advantages and risks involved; (2) Kutak Rock will be able to provide competent and diligent representation of Client, regardless of Kutak Rock's other representations, and (3) there is not a substantial risk that Kutak Rock's representation of Client would be materially limited by Kutak Rock's responsibilities to another client, a former client or a third person or by a personal interest. Acceptance of this Agreement will constitute Client's waiver of any "conflict" with Kutak Rock's representation of various special districts, Trustees, bondholders, developers, builders, and other entities relating to community development districts, special districts, local governments and land development.

VIII. ACKNOWLEDGMENT

Client acknowledges that the Kutak Rock cannot make any promises to Client as to the outcome of any legal dispute or guarantee that Client will prevail in any legal dispute.

IX. TERMINATION

Either party may terminate this Agreement upon providing prior written notice to the other party at its regular place of business. All fees due and payable in accordance with this Agreement shall accrue and become payable pursuant to the terms of this Agreement through the date of termination.

X. EXECUTION OF AGREEMENT

This Agreement shall be deemed fully executed upon its signing by Kutak Rock and the Client. The contract formed between Kutak Rock and the Client shall be the operational contract between the parties.

XI. ENTIRE CONTRACT

This Agreement constitutes the entire agreement between the parties.

Accepted and Agreed to:

**SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT
DISTRICT**

KUTAK ROCK LLP

By: _____

By:  _____

Its: _____

Jere L. Earlywine

Date: _____

Date: March 6, 2023

ATTACHMENT A

KUTAK ROCK LLP CDD EXPENSE REIMBURSEMENT POLICY

The following is Kutak Rock's expense reimbursement policy for community development district representation. This policy applies unless a different arrangement has been negotiated based on the unique circumstances of a particular client or matter.

All expenses are billed monthly. Billings ordinarily reflect expenses for the most recent month, except where there are delays in receiving bills from third party vendors.

Photocopying and Printing. In-house photocopying and printing are charged at \$0.25 per page (black & white) and \$0.50 per page (color). Outside copying is billed as a pass-through of the outside vendor's charges.

Postage. Postage is billed at actual cost.

Overnight Delivery. Overnight delivery is billed at actual cost.

Local Messenger Service. Local messenger service is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate.

Computerized Legal Research. Charges for computerized legal research are billed at an amount approximating actual cost.

Travel. Travel (including air fare, rental cars, taxicabs, hotel, meals, tips, etc.) is billed at actual cost. Where air travel is required, coach class is used wherever feasible. Out-of-town mileage is billed pursuant to the State of Florida approved reimbursement rate (i.e., pursuant to Chapter 112, Florida Statutes). Should the State of Florida increase the mileage allowance, Kutak Rock shall, without further action, be entitled to reimbursement at the increased rate. Reasonable travel-related expenses for meals, lodging, gratuities, taxi fares, tolls, and parking fees shall also be reimbursed.

Consultants. Unless prior arrangements are made, consultants are ordinarily employed directly by the client. Where consulting or testifying experts are employed by the firm, their charges are passed through with no mark-up. The client is responsible for notifying the firm of any particular billing arrangements or procedures which the client requires of the consulting or testifying experts.

Other Expenses. Other outside expenses, such as court reporters, agency copies, conference calls, etc. are billed at actual cost.

SPRINGHILLS SOUTH

COMMUNITY DEVELOPMENT DISTRICT

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RESOLUTION 2023-31

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT DESIGNATING A PUBLIC DEPOSITORY FOR FUNDS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT AND PROVIDING AN EFFECTIVE DATE

WHEREAS, the Springhills South Community Development District (“**District**”) is a local unit of special-purpose government created and existing pursuant to Chapter 190, *Florida Statutes*; and

WHEREAS, the District’s Board of Supervisors (“**Board**”) is statutorily authorized to select a depository as defined in Section 280.02, *Florida Statutes*, which meets all the requirements of Chapter 280 and has been designated by the State Treasurer as a qualified public depository; and

WHEREAS, the Board desires to designate a public depository for the District funds.

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE SPRINGHILLS SOUTH COMMUNITY DEVELOPMENT DISTRICT THAT:

1. DESIGNATION OF PUBLIC DEPOSITORY. Truist Bank is hereby designated as the public depository for District funds. In accordance with Section 280.17(4), *Florida Statutes*, the District’s Secretary is directed to furnish to the State Treasurer prior to the deposit of any public funds, the District’s official name, address, federal employer identification number, and the name of the person or persons responsible for establishing accounts. The District’s Treasurer, upon assuming responsibility for handling the District funds, is directed to furnish to the State Treasurer annually the information required in accordance with Section 280.17(3), *Florida Statutes*.

2. EFFECTIVE DATE. This Resolution shall take effect upon its passage and shall remain in effect unless rescinded or repealed.

PASSED AND ADOPTED this 14th day of September, 2023.

ATTEST:

**SPRINGHILLS SOUTH COMMUNITY
DEVELOPMENT DISTRICT**

Secretary/Assistant Secretary

Chair/Vice Chair, Board of Supervisors

**SPRINGHILLS
SOUTH**

COMMUNITY DEVELOPMENT DISTRICT

MINUTES

DRAFT
MINUTES OF MEETING
SPRINGHILLS SOUTH
COMMUNITY DEVELOPMENT DISTRICT

The Board of Supervisors of the Springhills South Community Development District held Multiple Public Hearings and a Regular Meeting on January 13, 2023, at 1:00 p.m., at the office of EDA, 720 SW 2nd Avenue, South Tower, Suite 300, Gainesville, Florida 32601.

Present at the meeting were:

Peter Trematerra	Chair
Adam Canter	Vice Chair
Arthur Canter	Assistant Secretary
Jake Essman	Assistant Secretary

Also present were:

Ernesto Torres	District Manager
Katie Buchanan (via telephone)	District Counsel
Ashley Ligas (via telephone)	KE Law Group, PLLC
Sergio Reyes	Interim District Engineer

FIRST ORDER OF BUSINESS

Call to Order/Roll Call

Mr. Torres called the meeting to order at 1:01 p.m.

Mr. Torres stated that the Oath of Office was administered to Supervisor-Elect Jake Essman before the meeting and provided Mr. Essman with the Supervisors Package. Mr. Essman chose to accept the allowable Supervisor compensation.

Supervisors Adam Canter, Arthur Canter and Peter Trematerra and Essman were present. Supervisor Pam Trematerra was not present.

SECOND ORDER OF BUSINESS

Public Comments

There were no public comments.

THIRD ORDER OF BUSINESS

Administration of Oath of Office to Supervisor, Jake Essman [SEAT 4] (*the following will be provided in a separate package*)

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This item was addressed during the First Order of Business.

- A. **Guide to Sunshine Amendment and Code of Ethics for Public Officers and Employees**
- B. **Membership, Obligations and Responsibilities**
- C. **Chapter 190, Florida Statutes**
- D. **Financial Disclosure Forms**
 - I. **Form 1: Statement of Financial Interests**
 - II. **Form 1X: Amendment to Form 1, Statement of Financial Interests**
 - III. **Form 1F: Final Statement of Financial Interests**
- E. **Form 8B - Memorandum of Voting Conflict**

FOURTH ORDER OF BUSINESS

Public Hearing Confirming the Intent of the District to Use the Uniform Method of Levy, Collection and Enforcement of Non-Ad Valorem Assessments as Authorized and Permitted by Section 197.3632, Florida Statutes; Expressing the Need for the Levy of Non-Ad Valorem Assessments and Setting Forth the Legal Description of the Real Property Within the District’s Jurisdictional Boundaries that May or Shall Be Subject to the Levy of District Non-Ad Valorem Assessments; Providing for Severability; Providing for Conflict and Providing for an Effective Date

A. Affidavit/Proof of Publication

The proof of publication was included for informational purposes.

B. Consideration of Resolution 2023-27, Expressing its Intent to Utilize the Uniform Method of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May Be Levied by the Springhills South Community Development District in Accordance with Section 197.3632, Florida Statutes; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Adam Canter and seconded by Mr. Trematerra, with all in favor, the Public Hearing was opened.

80 No members of the public spoke.

81

82 **On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in**
83 **favor, the Public Hearing was closed.**

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86 Mr. Torres presented Resolution 2023-27 and read the title.

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88 **On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in**
89 **favor, Resolution 2023-27, Expressing its Intent to Utilize the Uniform Method**
90 **of Levying, Collecting, and Enforcing Non-Ad Valorem Assessments Which May**
91 **Be Levied by the Springhills South Community Development District in**
92 **Accordance with Section 197.3632, Florida Statutes; Providing a Severability**
93 **Clause; and Providing an Effective Date, was adopted.**

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96 **FIFTH ORDER OF BUSINESS**

**Public Hearing to Consider the Adoption of
an Assessment Roll and the Imposition of
Special Assessments Relating to the
Financing and Securing of Certain Public
Improvements**

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- 102 • *Hear testimony from the affected property owners as to the propriety and advisability*
- 103 *of making the improvements and funding them with special assessments on the*
- 104 *property.*
- 105 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
- 106 *all complaints as to the special assessments on a basis of justice and right.*

107 These items occurred below.

108 **A. Affidavit/Proof of Publication**

109 **B. Mailed Notice to Property Owner(s)**

110 **C. Engineer’s Report (for informational purposes)**

111 **D. Master Special Assessment Methodology Report (for informational purposes)**

112 These items were included for informational purposes.

113 **E. Consideration of Resolution 2023-28, Making Certain Findings; Authorizing a Capital**
114 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated Cost of**
115 **Improvements; Adopting an Assessment Report; Equalizing, Approving, Confirming**
116 **and Levying Debt Assessments; Addressing the Finalization of Special Assessments;**

117 Addressing the Payment of Debt Assessments and the Method of Collection; Providing
 118 for the Allocation of Debt Assessments and True-Up Payments; Addressing
 119 Government Property, and Transfers of Property to Units of Local, State and Federal
 120 Government; Authorizing an Assessment Notice; and Providing for Severability,
 121 Conflicts and an Effective Date

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123 **On MOTION by Mr. Adam Canter and seconded by Mr. Arthur Canter, with all**
 124 **in favor, the Public Hearing was opened.**

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- 127 • *Hear testimony from the affected property owners as to the propriety and advisability*
 128 *of making the improvements and funding them with special assessments on the*
 129 *property.*

130 No members of the public spoke.

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132 **On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in**
 133 **favor, the Public Hearing was closed.**

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- 136 • *Thereafter, the governing authority shall meet as an equalizing board to hear any and*
 137 *all complaints as to the special assessments on a basis of justice and right.*

138 The Board, sitting as the Equalizing Board, made no changes to the assessment levels.

139 Mr. Torres presented Resolution 2023-28 and read the title.

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141 **On MOTION by Mr. Essman and seconded by Mr. Arthur Canter, with all in**
 142 **favor, Resolution 2023-28, Making Certain Findings; Authorizing a Capital**
 143 **Improvement Plan; Adopting an Engineer’s Report; Providing an Estimated**
 144 **Cost of Improvements; Adopting an Assessment Report; Equalizing, Approving,**
 145 **Confirming and Levying Debt Assessments; Addressing the Finalization of**
 146 **Special Assessments; Addressing the Payment of Debt Assessments and the**
 147 **Method of Collection; Providing for the Allocation of Debt Assessments and**
 148 **True-Up Payments; Addressing Government Property, and Transfers of**
 149 **Property to Units of Local, State and Federal Government; Authorizing an**
 150 **Assessment Notice; and Providing for Severability, Conflicts and an Effective**
 151 **Date, was adopted.**

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Rules of Procedure, Pursuant to Sections 120.54 and 190.035, Florida Statutes

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A. Affidavits of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2023-29, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date

On MOTION by Mr. Essman and seconded by Mr. Arthur Canter, with all in favor, the Public Hearing was opened.

No members of the public spoke.

On MOTION by Mr. Adam Canter and seconded by Mr. Trematerra, with all in favor, the Public Hearing was closed.

Mr. Torres presented Resolution 2023-29.

On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in favor, Resolution 2023-29, Adopting Rules of Procedure; Providing a Severability Clause; and Providing an Effective Date, was adopted.

SEVENTH ORDER OF BUSINESS

Public Hearing to Adoption of Fiscal Year 2022/2023 Budget

A. Affidavit of Publication

The affidavit of publication was included for informational purposes.

B. Consideration of Resolution 2023-30, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date

On MOTION by Mr. Essman and seconded by Mr. Arthur Canter, with all in favor, the Public Hearing was opened.

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No members of the public spoke.

On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in favor, the Public Hearing was closed.

Mr. Torres presented Resolution 2023-30.

On MOTION by Mr. Trematerra and seconded by Mr. Arthur Canter, with all in favor, Resolution 2023-30, Relating to the Annual Appropriations and Adopting the Budget for the Fiscal Year Beginning October 1, 2022 and Ending September 30, 2023; Authorizing Budget Amendments; and Providing an Effective Date, was adopted.

EIGHTH ORDER OF BUSINESS

Consideration of Resolution 2023-14, Designating Dates, Times and Locations for Regular Meetings of the Board of Supervisors of the District for Fiscal Year 2022/2023 and Providing for an Effective Date

This item was deferred.

NINTH ORDER OF BUSINESS

Acceptance of Unaudited Financial Statements as of November 30, 2022

Mr. Torres presented the Unaudited Financial Statements as of November 30, 2022.

On MOTION by Mr. Arthur Canter and seconded by Mr. Essman, with all in favor, the Unaudited Financial Statements as of November 30, 2022, were accepted.

TENTH ORDER OF BUSINESS

Approval of Minutes

Mr. Torres presented the following:

- A. November 4, 2022 Landowners' Meeting**
- B. November 4, 2022 Organizational Meeting**

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On MOTION by Mr. Trematerra and seconded by Mr. Arthur Canter, with all in favor, the November 4, 2022 Landowners’ Meeting and November 4, 2022 Organizational Meeting Minutes, as presented, were approved.

ELEVENTH ORDER OF BUSINESS

Staff Reports

A. District Counsel: *KE Law Group, PLLC*

Ms. Ligas stated the bond validation hearing will be held on February 23, 2023. Ms. Buchanan stated that she emailed the calendar invitations yesterday; those that did not receive it should notify her so they can be added to the distribution list. Certain people must attend in person and others can participate via Zoom.

B. District Engineer (Interim): *EDA Consultants, Inc.*

There was no report.

C. District Manager: *Wrathell, Hunt and Associates, LLC*

- **NEXT MEETING DATE: TBD**
- **QUORUM CHECK**

TWELFTH ORDER OF BUSINESS

Board Members’ Comments/Requests

There were no Board Members’ comments or requests.

THIRTEENTH ORDER OF BUSINESS

Public Comments

There were no public comments.

FOURTEENTH ORDER OF BUSINESS

Adjournment

On MOTION by Mr. Trematerra and seconded by Mr. Essman, with all in favor, the meeting adjourned at 1:50 p.m.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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Secretary/Assistant Secretary

Chair/Vice Chair